

IN THE DISTRICT COURT OF IOWA IN AND FOR MITCHELL COUNTY

Farm Bureau Property & Casualty
Insurance Company a/s/o Travis
Kroneman,

Plaintiff,

vs.

HP Inc.,

Defendant.

Court File No.:

**PETITION AT LAW AND JURY
DEMAND**

COMES NOW the Plaintiff and for its cause of action states:

1. At all times material and relevant herein, Plaintiff Farm Bureau Property & Casualty Insurance Company ("Plaintiff") is an insurance company with its principal place of business located at 5400 University Avenue, West Des Moines, Iowa and is duly authorized by the State of Iowa to sell insurance and conduct business in the State of Iowa.
2. At all times material and relevant herein, Travis Kroneman ("Kroneman") was the owner of the residence at 3961 Dancer Avenue, Osage, Iowa (the "Residence").
3. At all times material and relevant herein, Kroneman held a policy of homeowners insurance with Plaintiff which provided, among other things, for coverage to the Residence and personal property contained therein.
4. Defendant HP INC., Inc. ("HP") is a Delaware corporation licensed to conduct business within the State of Iowa and its registered agent located 400 East Court Avenue, Des Moines, Iowa.

FACTS

5. At all times material and relevant herein, Kroneman was the owner of a laptop designed, manufactured, distributed and sold by HP ("Laptop").

6. At all times material and relevant herein, the Laptop was used for its intended purpose and used in a manner reasonably foreseeable by HP.
7. On or about October 7, 2018, a fire occurred in the Residence causing extensive damage to the Residence and its contents contained therein.
8. That the fire was caused by a defect in the Laptop.
9. That as a direct and proximate result of the above-referenced fire damage and pursuant to its policy of insurance, Plaintiff paid to or on behalf of Kroneman in an amount in excess of \$50,000.00.
10. By virtue of said payment, Plaintiff is subrogated to the rights of Kroneman therefrom.

COUNT I – NEGLIGENCE

11. All prior paragraphs are incorporated by reference.
12. HP negligently designed, manufactured, constructed, assembled, and/or packaged the Laptop, which directly and proximately caused the aforementioned damages to the Residence.
13. As a direct and proximate result of HP's negligence and resulting damages and pursuant to its policy of insurance, Plaintiff paid to or on behalf of Kroneman in an amount in excess of \$50,000.00 and is therefore subrogated to the rights of Kroneman therefrom.

COUNT II – STRICT PRODUCT LIABILITY

14. All prior paragraphs are incorporated by reference.
15. The Laptop was purchased by Kroneman was in a defective and unreasonably dangerous condition when it left control of HP and entered the stream of commerce.

16. The Laptop reached Kroneman and the Residence without substantial changes in the condition in which it left HP.

17. As a direct and proximate result of the aforementioned defective and unreasonably dangerous condition of the Laptop and resulting damages and pursuant to its policy of insurance, Plaintiff paid to or on behalf of Kroneman in an amount in excess of \$50,000.00 and is therefore subrogated to the rights of Kroneman therefrom.

COUNT III -- FAILURE TO WARN

18. All prior paragraphs are incorporated by reference.

19. HP negligently failed to provide Kroneman with reasonable warnings of defects and hazards which it knew or should have known were present in the Laptop described herein.

20. As a direct and proximate result of HP's failure to warn and resulting damages and pursuant to its policy of insurance, Plaintiff paid to or on behalf of Kroneman in an amount in excess of \$50,000.00 and is therefore subrogated to the rights of Kroneman therefrom.

COUNT IV -- BREACH OF WARRANTIES

21. All prior paragraphs are incorporated by reference.

22. HP expressly or impliedly warranted the fitness and merchantability of the Laptop described herein.

23. HP has breached the aforementioned express or implied warranties of fitness and merchantability by selling a product unfit for its intended use.

24. As a direct and proximate result of HP's breach of warranties and resulting damages and pursuant to its policy of insurance, Plaintiff paid to or on behalf of Kroneman in an amount in excess of \$50,000.00 and is therefore subrogated to the rights of Kroneman therefrom.

WHEREFORE, Plaintiff prays for judgment against Defendant in an amount in excess of \$50,000.00, together with prejudgment interest thereon, its costs and disbursements herein, and for such other and further relief as the Court deems just and equitable.

JURY DEMAND

COMES NOW the Plaintiff and hereby demands a trial by jury of all of the fact issues herein.

Dated: _____

1/8/2020

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